THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

T054321
Furnish and Delivery Norma Tec MVP Pro

ADDENDUM # 1
July 28, 2016

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

Offeror must acknowledge receipt of this and any addendum as stated in the Invitation For Bid.

The following shall become part of the Invitation For Bid.

BID T054321 HAS BEEN CANCELLED

The IFB may be found at http://purchasing.ua.edu/pdfs/PendingBids/T054321.pdf

THE UNIVERSITY OF ALABAMA

INVITATION FOR BID

ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.

INVITATION NO.:	T054321
Issue Date:	07/23/2015
Title:	Furnish and Deliver Norma Tec MVP Pro
Buyer:	Tara Fuhrman
Phone:	(205) 348-5053
Email:	tfuhrman@fa.ua.edu

RETURN ALL COPIES OF BIDS TO:
THE UNIVERSITY OF ALABAMA
PURCHASING DEPARTMENT
(Street Address) 1101 Jackson Ave Suite 3000
Tuscaloosa, Alabama 35401
OR
(Mailing Address) Box 870130
Tuscaloosa, Alabama 35487
PHONE: (205)348-5230 FAX: (205) 348-8706

Bid Responses may NOT be faxed or emailed.

IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 07-30-2015 @ 2:00 P.M. CST TIME

Bid number and opening date must be clearly marked on the outside of all bid packages.

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.
2. The University's General Terms and Conditions and Instructions to Bidders, apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:
   a) Invitation for Bid and any Addenda; b) General Terms and Conditions; c) Instructions to Bidders
   In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. **By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557**; they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	**NAME OF COMPANY:**	**PHONE:**
FEDERAL EMPLOYER ID NO.:	**ADDRESS:**	**FAX:**
PAYMENT TERMS:	**ADDRESS:**	**E-MAIL:**
SHIPPING TERMS: **F.O.B. DESTINATION–PREPAID AND ALLOWED**	**CITY, STATE & ZIP CODE:**	**DATE:**
QUOTE VALID UNTIL:	**SIGNATURE:**	**Typed/Printed Name of Signor**

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

INVITATION FOR BID

The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

1.0 GENERAL SPECIFICATIONS

1.1 Any contract resulting from this request will be made available to other eligible entities. This may include but is not limited to; The University of Alabama System, comprised of The University of Alabama; The UAB Enterprise, consisting of The University of Alabama at Birmingham, the UAB Health System and their related foundations and affiliates , and The University of Alabama in Huntsville, Huntsville, AL; and other state entities. Contracts resulting from the award of this request cover shipments by any entity listed above. Each entity will generate its own purchase orders, payments, etc. and delivery must be made according to the instructions on the purchase order.

The thrust of the contract is to obtain greater volume price discounts by combining the volume of purchases from participating entities within the State of Alabama.

1.2 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request shall be submitted sealed in two formats, as an original copy (WITH SIGNATURE) and an electronic (PDF preferred) copy on a USB flash drive, unless otherwise stated.

1.3 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.

1.4 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University's Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number "R" #.)

1.5 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.

1.6 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.

1.7 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University's General Terms and Conditions, Instructions to Bidders shall constitute the entire and exclusive Contract between the University and the successful Bidder.

1.8 **State of Alabama Immigration Law Compliance**

Compliance Notice.

By submitting a proposal to this RFP, a Respondent agrees that it will fully comply with the State of Alabama Immigration Law (Act 2011-535), as amended. A Respondent also shall enroll in the E-Verify Program prior to performing any work, or continuing to perform any on-going work, and shall remain enrolled throughout the entire course of its performance of the contract awarded pursuant to this RFP. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the University from any and all losses, consequential damages, expenses (including but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph or contained in the Alabama Immigration Law (Act 2011-535), as amended.

State of Alabama Immigration Law (Act 2011-535)

The successful contractor will be required to provide written certification they are in compliance with Section 9 of the State of Alabama Immigration Law (Act 2011-535).
One of the two required documents must be submitted prior to issuance of a University contract or purchase order. . Please complete and submit the form or document that applies to your company.

Complete this document only, if your company is not located in Alabama and your company does not have employees or subcontractors that work in the State of Alabama.

- Certification of Compliance and affidavit forms included with this solicitation (*see Appendix – Certification of Compliance*)

Complete the E-Verify document online, if your company is located in Alabama or your company has employees working in Alabama

- Contractor's one-page E-verify Employment Eligibility Verification form (*see example included in Appendix - E-Verify*).

If you have previously enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto www.uscis.gov/everify
- Click "Enroll in E-Verify" and follow the directions to begin enrollment process.
- When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the E-Verify Quick Reference Guide

2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

2.1 The Bidder, if requested, must provide in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be required in the amount of one hundred (100%) percent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.

2.2 Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The Letter and Bond shall be submitted to the University Purchasing Department and must be furnished within forty-eight (48) hours after request. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.

5.0 PRICE QUOTATION

5.1 IMPORTANT: It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.

5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.

5.3 It is the Bidder's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.

5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.

5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.

5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.

5.7 Include with your bid response complete details of your company's Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.

6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

7.0 INSURANCE

7.1 See General Terms and Conditions for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.

7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the General Terms and Conditions unless otherwise modified in the Special Conditions.

7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.

7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.

7.5 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

9.0 SPECIAL CONDITIONS

9.1 The University of Alabama is requesting sealed bids for **Furnish and Deliver NormaTec MVP Pro** as per attached Technical Specifications/Quotation Sheet.

9.2 Delivery is needed **within 1 week after receipt of order**, and may be a criterion of bid award. Specify your earliest possible delivery after receipt of order. WHEN THE CONTRACTOR CANNOT MEET DELIVERY REQUIREMENTS ON ANY ORDER, THE UNIVERSITY OF ALABAMA RESERVES THE RIGHT TO CONTACT THE NEXT LOWEST RESPONSIBLE BIDDER FOR AVAILABILITY.

9.3 **Invitation for Bid**

No. 2.0 does not apply to this solicitation
No. 3.0 does not apply to this solicitation
No. 5.6 does not apply to this solicitation.
No. 7.0 does not apply to this solicitation

9.4 **General Terms & Conditions**

No. 6 does not apply to this solicitation

9.5 **Instructions to Bidder**

No. 4.23 This solicitation does include an “optional” trade-in. The University will consider trade-in offers, but reserves the right to decline offers in the bid award. If an equipment inspection of the item listed for trade-in is needed, contact Tara Fuhrman (205/348-5035 or tfuhrman@fa.ua.edu) for assistance.

9.6 **Bid Award**

It is the intent of the University to award this contract to a single contractor that is deemed to be the most qualified, cost effective, responsible bidder submitting the best overall proposal. To be considered in the bid evaluation, bidders shall complete all the price quotation sheets included in this RFQ.

The University reserves the right to negotiate pricing with the successful contractor, when quantities needed exceed those listed on the quotation sheets.

9.7 An electronic version of University’s Terms and Conditions and instructions to Respondents are available through The University of Alabama website:

https://finance-estus.fa.ua.edu/financepub/procpub/Purchasing/General_Terms_and_Conditions.pdf

http://purchasing.ua.edu/vendors/instructions-thttps://finance-estus.fa.ua.edu/financepub/procpub/Purchasing/instructions-to-bidders.pdf

9.8 Technical specifications are listed at http://www.normatecrecovery.com/mvp-pro.aspx.

10.0 QUOTE SHEET

QUOTE ON THE FOLLOWING ITEMS AS INDICATED OR EQUAL

SCOPE: THE UNIVERSITY OF ALABAMA REQUESTS SEALED BIDS TO FURNISH AND DELIVER NORMATEC MVP PRO UNITS AS PER ATTACHED GENERAL AND TECHNICAL SPECIFICATIONS OR EQUAL.

IMPORTANT NOTES:

10.1 The manufacturer and product number for each item that you are quoting must be completed for your bid to receive consideration.

10.2 All items must be fully warranted for a minimum period of the specified manufacturer's warranty. Service or replacements of any defective items are to be proved by the successful contractor at no charge to the University during the period of guarantee.

10.3 THE UNIT COST OF EACH ITEM must include any shipping and handling charges. Do NOT list shipping and handling as a separate charge. QUOTE FOB THE UNIVERSITY OF ALABAMA, TUSCALOOSA, AL 35487.

ITEM NO.	APPROX QTY	U/M	DESCRIPTION	UNIT COST	TOTAL COST
1	4	ea	NormaTec MVP Pro Recovery System Brand:_____ Style: _____	_____	_____
2	4	ea	Trade-in of NormaTec MVP units. Serial Numbers: SNE 3053, SNA 3141, SNE 3048, SNE 3464	Less	_____

Grand Total: **$** _____

NOTE: Warranty on Equipment quoted: _____

Does warranty include parts & labor: _____**Yes** _____ **No**

Delivery is needed in 1 (one) week after receipt of order.

Can you meet this delivery requirement: _____ **Yes** _____ **No**

If No, specify earliest delivery date: _____

The contractor must have the ability to accept the University's Visa Purchasing Card as well as purchase orders. The University prefers Level 3 reporting be available for University purchases. Please indicate if Level 3 reporting is available from your company.

_____ Yes _____ No

THE UNIVERSITY OF ALABAMA

CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of _____ (Company) certifies to the Board of Trustees of the University of Alabama that the Company does not employ an individual or individuals within the State of Alabama.

_____
SIGNATURE OF COMPANY OFFICER

_____
PRINT COMPANY NAME

_____
PRINT NAME OF COMPANY OFFICER

_____
PRINT TITLE OF COMPANY OFFICER

_____
DATE

Click any for help
Home
My Cases
New Cases
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name: View/Edit

Company ID Number:

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1:

Address 2:

City:

State:

Zip Code:

County:

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number:

Total Number of Employees:

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

Federal Contractor Category:

Employees being verified:

NAICS Code: View/Edit

Total Hiring Sites: View/Edit

Total Points of Contact: View/Edit

View MOU

THE UNIVERSITY OF
ALABAMA

DISCLOSURE STATEMENT

1. Contract/Purchase Order No. _____

2. Name of Contract/Grantee: _____
   Address: _____
   _____
   Telephone: _____
   Fax: _____

3. Nature of Contract/Grant: _____
   _____
   _____

4. Does the contractor/grantee have any relationships with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.
   _____
   _____
   _____

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

_____
Signature of Authorized Agent of Contractor/Grantee

Date: _____

RETURN FORM TO: The University of Alabama
Purchasing Dept.
Box 870130
Tuscaloosa, AL 35487-0130
Ph: (205) 348-5230
Fax: (205) 348-8706
www.purchasing.ua.edu